IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

HOLLANDER GLASS TEXAS, INC.,		
Plaintiff,		**Civil Action No. 17-cv-2105**
- against -		
ROSEN-PARAMOUNT GLASS CO., INC., D/B/A KAUDER GLASS & MIRROR, and STANLEY ROSEN,		**JURY TRIAL DEMANDED**
Defendants.		

COMPLAINT

Plaintiff, Hollander Glass Texas, Inc. ("Hollander"), by and through its attorneys, for its complaint against Defendants, Rosen-Paramount Glass Co., Inc., doing business as Kauder Glass & Mirror ("RPG"), and Stanley Rosen ("Rosen") (collectively, "Defendants"), hereby alleges as follows:

NATURE OF ACTION

1. In this action, Hollander seeks injunctive relief, damages and/or statutory damages and attorneys' fees for Defendants' acts of willful copyright infringement pursuant to the United States Copyright Act, 17 U.S.C. §§ 101 *et seq*., injunctive relief, lost profits, damages and attorneys' fees for Defendants' acts of willful trademark infringement, false designation of origin, false descriptions, and unfair competition, pursuant to the Lanham Act, 15 U.S.C. §§ 1051 *et seq*., and trademark infringement and dilution, injury to business reputation and dilution, and unfair competition under the common law and statutes of the State of New York.

JURISDICTION AND VENUE

2. This Court has jurisdiction over the subject matter of this action pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331, 1332, 1338, and 1367.

3. The actions of Defendants complained of in this Complaint have been and continue to be committed within the Southern District of New York.

4. Upon information and belief, RPG is a corporation organized and existing under the laws of the State of New York, with its place of business in New York and this judicial district.

5. Upon information and belief, Rosen is a resident of New York and/or maintains a place of business in New York and this judicial district.

6. Upon information and belief, Defendants reside, contract to supply goods and/or services, and/or transact business in New York and within this judicial district, and the tortious acts of Defendants complained of in this Complaint have caused harm and are causing harm to Hollander within this judicial district. Accordingly, personal jurisdiction exists over Defendants pursuant to CPLR §§ 301 and 302.

7. Venue is proper in this district pursuant to 28 U.S.C. § 1391.

THE PARTIES

8. Plaintiff Hollander is a corporation organized and existing under the laws of the State of Texas, having its principal place of business at 5455 Guhn Road, Houston, Texas 77040.

9. Upon information and belief, Defendant RPG is a corporation organized and existing under the laws of the State of New York, having its principal place of business at 2990 Jerome Avenue, Bronx, New York 10468.

10. Upon information and belief, Defendant Rosen has a home address in the State of New York, and is the president and/or chief executive officer of RPG.

11. Upon information and belief, Rosen, in his capacity as an officer, director and/or principal of RPG, has aided, abetted, controlled, actively directed and caused RPG to commit the acts complained of in this Complaint.

FACTUAL ALLEGATIONS

12. Hollander is a well-known and established manufacturer and distributor of architectural window glass and other specialty glass products and accessories. Hollander and its predecessors-in-interest have been selling its renowned glass and related products at wholesale to and through dealers, architects, contractors, retailers and educational institutions throughout the United States and internationally since 1956.

13. On information and belief, RPG is a wholesale re-seller of various glass products, accessories, and related installation and other services.

14. On information and belief, RPG has purchased glass products from Hollander for resale to RPG's customers from time to time, but RPG no longer sells Hollander glass products and RPG did not and does not maintain an inventory of Hollander glass products.

Hollander's Registered Trademark

15. Hollander has adopted and used, and thus is the owner of several trademarks in connection with its products and services, including, without limitation, the registered trademark "WINTERLAKE" (the "Trademark").

16. Hollander is the owner of U.S. Trademark Registration No. 3625813 for the Trademark (the "Registration"), registered in International Class 21 for use in connection with decorative glass not for building purposes, namely, pattern glass.

17. Hollander has used the Trademark openly, notoriously, and continuously in interstate commerce since at least October, 2007, a time prior to any of the acts of Defendants complained of herein.

18. The Trademark is incontestable.

19. The Trademark is inherently distinctive and commercially strong.

20. Because of Hollander's extensive use and promotions of the Trademark, and in light of the unsolicited media coverage and notoriety pertaining to Hollander, Hollander's goods and trademarks, including the Trademark, the Trademark has become distinctive and prominent, indicates a single source of origin of Hollander's goods and services, and has acquired a secondary meaning.

21. By virtue of Hollander's use, advertising, promotion and sales of goods and services bearing the Trademark, and unsolicited media coverage featuring the Trademark, the Trademark has become associated with Hollander and an association has been created between Hollander and its Trademark in the mind of consumers.

Hollander's Copyright

22. Hollander owns and operates the website located on the Internet at www.hollanderglass.com (the "Hollander Website"), including all of the text, photographs, two-dimensional artwork, and other original content (the "Hollander Website Content") which appears and is hosted on the Hollander Website, and including any and all rights under the United States copyright laws pertaining to, and/or inherent in the Hollander Website Content.

23. Hollander owns U.S. Copyright Registration No. VA 1-899-798 (the "Copyright Registration") for a portion of the Hollander Website Content (located on the Hollander Website at www.hollanderglass.com/texas/txarchclrhome.shtml) which publishes and displays

photographs of various examples of Hollander's "Clear Patterned Architectural Glass" products, together with associated two-dimensional artwork and text material (collectively, the "Work"). A copy of the Work and the Copyright Registration is attached to this Complaint as Exhibit A.

24. Hollander owns all rights under the United States copyright laws pertaining to, and/or inherent in the Work (the "Copyright"), which Copyright is valid and subsisting.

25. The Work was completed and first published as part of the Website Content on or before January 2, 2011.

26. The Copyright Registration constitutes *prima facie* evidence of the validity of, and of Hollander's ownership of the Copyright in the Work.

Defendant's Copyright Infringement

27. On information and belief, RPG owns the domain name http://www.rosenparamountglass.com and owns and operates the website located on the Internet at that address (the "RPG Website").

28. Without license or authority from Hollander, Rosen caused RPG to copy Hollander's Work, and without license or authority from Hollander, RPG has published its unauthorized copy of the Work and made it available for view, display, and further copying by the public by posting it to RPG's Website

29. The home, or landing page of RPG's Website contains a list of links to various web pages, including a link entitled "Glass & Mirrors" which itself links via drop-down menu to a group of webpages including a webpage entitled "Texture Glass," which webpage is located at www.rosenparamountglass.com/glass_mirrors/texture_glass.php (the "Infringing Webpage"). A copy of the Infringing Webpage is attached to this Complaint as Exhibit B.

30. The Infringing Webpage displays an exact duplicate copy of Hollander's Work, which is subject to Hollander's Copyright and protected by the Copyright Registration.

31. Hollander has never granted a license or authority to Rosen or to RPG to use, copy, display, or publish the Work, or any photograph, text, or two-dimensional artwork contained in or comprising all or any portion of the Work.

32. On information and belief, Defendants use the RPG Website to advertise and promote RPG's glass products and related services and accessories. By publishing and displaying the Work on the RPG Website, Defendants have utilized the Work without license or authority from Hollander, thereby infringing Hollander's Copyright, to generate revenue through the marketing, advertising, and sale of RPG's goods and services.

Defendants' Trademark Infringements

33. The Infringing Webpage also displays, without Hollander's authority, permission, consent, and/or license, Hollander's registered Trademark WINTERLAKE in connection with a photograph copied from the Work.

34. On information and belief, RPG does not actively or currently sell Hollander glass products, sold only $367 worth of Hollander glass products in 2016, and has never maintained and does not have an inventory of Hollander glass products available for sale.

35. Defendants are using the Trademark WINTERLAKE and are creating a likelihood of confusion in violation of the Lanham Act, specifically initial interest confusion, by misleading consumers into believing that RPG sells Hollander glass products, or is otherwise affiliated with or sponsored by Hollander.

36. Further by using Hollander's Registered Trademark WINTERLAKE on the Infringing Webpage to sell RPG's products and services in connection with photographs of

Hollander Clear Patterned Architectural Glass products and the Work, Defendants are using a trademark, "Winterlake" (the "Infringing Winterlake Mark") which is identical and/or confusingly similar to Hollander's registered Trademark WINTERLAKE in sight, sound and connotation, and are creating a likelihood of confusion in violation of the Lanham Act by using the Infringing Winterlake Mark to pass off third-party goods which are not Hollander products as Hollander products.

37. Without the authorization or consent of Hollander and after Hollander built up extensive and valuable business and goodwill in connection with the Trademark, Defendants commenced to use the Infringing Winterlake mark.

38. Upon information and belief, Defendants were aware of Hollander and Hollander's use of its Trademark in connection with Hollander's goods and services at the time Defendants adopted and began to use the Infringing Winterlake Mark.

39. Hollander and Defendants are engaged in the business of providing similar products to the same classes of customers, through the same and/or similar channels of trade.

40. Upon information and belief, Defendants adopted and commenced use of the Infringing Winterlake Mark with the intent to deceive consumers and to cause confusion among purchasers for the purpose of benefitting from the goodwill and public recognition associated with Hollander's Trademark and diverting sales from Hollander to RPG.

41. The aforementioned acts of Defendants have caused and will continue to cause actual confusion and a likelihood of confusion in the minds of the trade and the public, and will damage Hollander's reputation and goodwill in connection with its Trademark.

42. On or about December 28, 2016, Hollander contacted Defendants by email and requested that Defendants remove the Work and the Infringing Winterlake Mark from the Infringing Webpage on the RPG Website.

43. On or about December 29, 2016, Defendants replied by email stating that Defendants were using the Work and the Trademark to make it easier for customers to have better access to Hollander's products, and that Defendants allegedly had permission from the "previous owner" to use the Work and the Trademark.

44. However, nowhere on the Infringing Webpage does it state or claim that any Hollander glass products, let alone any Hollander "Winterlake" glass products, are sold or available for sale by RPG, or that any of the glass products depicted in any of the photographs contained in the Work displayed on the Infringing Webpage are, in fact, Hollander products.

45. On or about December 29, 2016, Hollander replied by email to Defendants stating that RPG had only purchased $367 of Hollander's products in 2016, and was never authorized to publish and display the Work or the Trademark. Notwithstanding this email, Defendants continued to display the Work and the Trademark on the Infringing Webpage.

46. On or about January 19, 2017, Hollander, by and through its attorneys, sent a cease and desist letter to Defendants regarding the Infringing Webpage and RPG's infringing use of the Work and the Trademark, but RPG did not respond.

47. On or about March 9, 2017, Hollander, by and through its attorneys, sent a second cease and desist letter to Defendants regarding the Infringing Webpage and the infringing use of the Work and the Trademark, but RPG again did not respond.

48. Notwithstanding Hollander's requests, Defendants have continued to use the Trademark and have continued to display their illicit copy of Hollander's Work, all without Hollander's license or authorization.

COUNT I
INTENTIONAL COPYRIGHT INFRINGEMENT

49. Hollander repeats and realleges each of the allegations made in the preceding paragraphs as if set forth fully herein.

50. Hollander is the owner of the Work, which constitutes original and copyrightable subject matter under the copyright laws of the United States, and Hollander has duly complied with all of the relevant provisions of Title 17 of the United States Code with respect thereto.

51. Hollander has duly requested and secured from the Register of Copyrights a Certificate of Registration for the Work, namely the Copyright Registration annexed hereto at Exhibit A.

52. Defendants have infringed Hollander's Copyright in and to the Work embodied in the Copyright Registration, by copying, publishing and displaying the Work and/or photographs, text, and/or two-dimensional artwork which are identical and/or substantially similar to the Work on the Infringing Webpage, all in violation of Title 17 of the United States Code.

53. On information and belief, Defendants' conduct and infringement of Hollander's rights have been willful and deliberate.

54. On information and belief, Defendants' unlawful actions have interfered with Hollander's sales of its glass products and accessories, have unfairly diverted revenue to Defendant RPG, and have caused Hollander monetary damage.

55. The acts of Defendants have caused irreparable harm and damage to Hollander and will continue to cause irreparable harm to Hollander, and have caused Hollander to suffer monetary damage in an amount thus far not determined.

56. Hollander has no adequate remedy at law for the injury alleged in this count, and said injury is, in part, intangible in nature and not capable of being fully measured or valued entirely in terms of monetary damages.

57. Upon information and belief, Defendants will continue to infringe Hollander's rights unless enjoined by this Court.

58. Based upon Defendants' acts of infringement, Hollander is entitled to injunctive relief, monetary damages, and its cost and fees.

COUNT II
REGISTERED TRADEMARK INFRINGEMENT (LANHAM ACT § 32)

59. Hollander repeats and realleges each and every allegation contained in the prior paragraphs hereto and the same are incorporated herein and made a part hereof.

60. Under 15 U.S.C. §1057(b), the Registration constitutes *prima facie* evidence of the validity of the Trademark and of Hollander's registration of the Trademark, of Hollander's ownership of the Trademark, and of Hollander's exclusive right to use the Trademark in commerce on or in connection with the goods or services specified in the registration certificate.

61. The Registration is incontestable.

62. Defendants' adoption and use of the Infringing Winterlake Mark constitutes use of a trademark in commerce within the meaning of 15 U.S.C. §1114(1)(a).

63. Defendants' use of the Infringing Winterlake Mark in connection with the marketing, promotion, offering for sale and sale of RPG's goods and services on the Infringing

Webpage creates a likelihood of confusion with Hollander, Hollander's registered Trademark, and Hollander's goods and services offered and sold in connection with its Trademark.

64. The Infringing Winterlake Mark is identical and confusingly similar to Hollander's Trademark in sight, sound and connotation.

65. Hollander's Registered Trademark is a strong trademark based on its inherent and commercial strength.

66. Hollander's goods and services are offered, sold, distributed, furnished and/or advertised to the same or similar classes of purchasers as Defendants' goods and services.

67. Upon information and belief, Defendants were aware of Hollander and of Hollander's use of its Trademark prior to the time Defendants selected and commenced use of the Infringing Winterlake Mark.

68. Upon information and belief, based upon, without limitation, the similarity of the parties' respective marks, the similar classes of purchasers for Hollander's and Defendants' goods and services, and Defendants' prior knowledge of Hollander and Hollander's use of its Trademark, Defendants adopted and use the Infringing Winterlake Mark with the intent to cause confusion among consumers and with the purpose of benefitting from Hollander's reputation and goodwill; thus, Defendants' conduct constitutes willful trademark infringement.

69. As a result of Defendants' conduct, a strong likelihood of confusion, mistake, or deception has been created, and many persons familiar with Hollander's Trademark, and Hollander's favorable reputation and goodwill, are likely to purchase Defendants' goods and/or services in the mistaken belief that Defendant RPG is affiliated with or sponsored by Hollander, and/or that the goods and services sold by Defendant RPG originate from Hollander or are provided by or otherwise authorized or sponsored by Hollander.

70. By virtue of Defendants' conduct, Defendants have infringed and are infringing Hollander's registered Trademark, in violation of the Lanham Act § 32, 15 U.S.C. § 1114(1), by using marks wherein such use is likely to cause confusion, or to cause mistake or to deceive.

71. Defendants intend to make, and have made unlawful gains and profits from such unlawful infringement and, by reason thereof, Hollander has been and will be deprived of rights and profits which otherwise would have come to Hollander but for such infringements.

72. Hollander has no adequate remedy at law for the injury alleged in this Count. The injury is intangible in nature and not capable of being fully measured or valued in terms of money damages. Further, the injury is of a continuing nature and will continue to be suffered so long as Defendants continue its wrongful conduct.

73. Defendants' acts are willful, malicious and wanton and Defendants will continue its acts of willful infringement unless enjoined by this Court.

74. Notwithstanding the inadequacy of and the difficulty of presently fully ascertaining Hollander's monetary damages caused by Defendants' wrongful conduct, Hollander is informed and believes and, based upon such information and belief, alleges that said conduct has resulted in irreparable, direct and proximate damages to Hollander. Hollander seeks leave of this Court to amend its complaint to allege the full nature and extent of said monetary damages, if and when, and to the extent the damages are ascertained.

COUNT III
TRADEMARK INFRINGEMENT, FALSE DESIGNATION OF ORIGIN,
FALSE DESCRIPTION, AND UNFAIR COMPETITION (LANHAM ACT § 43(a))

75. Hollander repeats and realleges each and every allegation contained in the prior paragraphs hereto, and the same are incorporated herein and made a part hereof.

76. The Trademark is inherently distinctive.

77. The Trademark has acquired distinctiveness and a secondary meaning.

78. Defendants' publication and use of the Infringing Winterlake Mark on the Infringing Webpage creates a likelihood of confusion with Hollander, Hollander's Trademark, and Hollander's goods and services offered and sold in connection with the Trademark.

79. The Infringing Winterlake Mark is identical to and confusingly similar with the Trademark in sight, sound and connotation.

80. The Trademark is a strong trademark based on both its inherent and commercial strength.

81. Hollander's goods and services are offered, sold, distributed, furnished and/or advertised to the same or similar classes of purchasers as Defendants' goods and services.

82. Upon information and belief, Defendants were aware of Hollander and of Hollander's use of its Trademark prior to the time Defendants selected, registered, and commenced using the Infringing Winterlake Mark.

83. Upon information and belief, based upon, without limitation, the similarity of the parties' respective marks, and Defendants' prior knowledge of Hollander and Hollander's use of its Trademark, Defendants adopted and used the Infringing Winterlake Mark with the intent to cause confusion among consumers and with the purpose of benefitting from Hollander's reputation and goodwill, and Defendants' conduct constitutes willful trademark infringement and unfair competition.

84. The acts and conduct of Defendants are willful, unfair, untrue and deceptive, in that they intend to mislead, deceive and confuse, and have had and continue to have the result of misleading, deceiving and confusing the public to believe that Defendants, RPG's goods and

services, and/or the Infringing Webpage are affiliated with, sponsored or controlled by Hollander. As a consequence, Defendants attempt to trade upon, and gain public acceptance and other benefits from Hollander's favorable reputation, which has accordingly, been placed at risk by Defendants' illegal acts and conduct.

85. The acts of Defendants constitute infringement of the Trademark, and the use of a false designations of origin, false representations, and unfair competition, by inducing the erroneous belief that Defendants, RPG's goods and services, and/or the Infringing Webpage are in some manner affiliated with, originate from, and/or are sponsored by Hollander, and by misrepresenting the nature and/or origin of Defendants' goods and services, are all in violation of Lanham Act § 43(a), 15 U.S.C. § 1125(a).

86. The acts of Defendants have caused irreparable harm and damage to Hollander and will continue to cause irreparable harm to Hollander, and have caused and will continue to cause Hollander to suffer monetary damage in an amount thus far not determined.

87. Hollander has no adequate remedy at law for the injury alleged in this count, and said injury is, in part, intangible in nature and not capable of being fully measured or valued entirely in terms of monetary damages.

88. Notwithstanding the inadequacy of and the difficulty of presently fully ascertaining Hollander's monetary damages caused by Defendants' wrongful conduct, Hollander is informed and believes and, based upon such information and belief, alleges that said conduct has resulted in irreparable, direct and proximate damages to Hollander. Hollander seeks leave of this Court to amend its complaint to allege the full nature and extent of said monetary damages if, when and to the extent the damages are ascertained.

COUNT IV
LIKELIHOOD OF INJURY TO BUSINESS REPUTATION OR DILUTION
(NY Gen. Bus. Law § 360-l)

89. Hollander repeats and realleges each allegation contained in the prior paragraphs hereto and the same are incorporated herein and made a part hereof.

90. The forgoing acts of Defendants all have created and will create a likelihood of injury to the public image and business reputation of Hollander.

91. The forgoing acts of Defendants have created and will create a likelihood of dilution of Hollander's Trademark.

92. Hollander's Trademark is extremely strong, inherently strong and distinctive, and has acquired distinctiveness and a secondary meaning.

93. Defendants appropriated Hollander's Trademark by using the Infringing Winterlake Mark and the Infringing Webpage, both which are confusingly and substantially similar to the Trademark.

94. The forgoing acts of Defendants will create a likelihood of dilution by blurring, in that Defendants' use of the Infringing Winterlake Mark and Infringing Webpage will cause Hollander's Trademark to lose its ability to serve as a unique identifier of Hollander's goods and services.

95. Upon information and belief, Hollander's goods and services are of superior quality as compared to Defendants' goods and services and thus, the forgoing acts of Defendants will create a likelihood of dilution by tarnishment, in that Defendants' Infringing Winterlake Mark and Defendants' inferior goods and services will be associated with Hollander and Hollander's Trademark.

96. Based on the foregoing, Defendants have violated New York Gen. Bus. Law § 360-l, for which Hollander is entitled to injunctive relief.

COUNT V
USE OF NAME WITH INTENT TO DECEIVE
(NY Gen. Bus. Law § 133)

97. Hollander repeats and realleges each allegation contained in the prior paragraphs hereto and the same are incorporated herein and made a part hereof.

98. Defendants used the Infringing Winterlake Mark as a trademark in commerce.

99. Upon information and belief, Defendants were aware of Hollander and of Hollander's use of its Trademark prior to the time Defendants selected and commenced using this infringing mark.

100. Upon information and belief, based upon, without limitation, the similarity of the parties' respective marks and Defendants' prior knowledge of Hollander and Hollander's use of its Trademark, Defendants adopted and used the Infringing Winterlake Mark with the intent of causing confusion among consumers with the purpose of benefitting from Hollander's reputation and goodwill.

101. Upon information and belief, Defendants used the Infringing Winterlake Mark in bad faith.

102. Upon information and belief, Defendants used the Infringing Winterlake Mark with the intent to cause confusion and to deceive the public.

103. Defendants' use of the Infringing Winterlake Mark has created the likelihood of confusion and actual confusion.

104. The foregoing acts of Defendants constitute a violation of New York Gen. Bus. Law. § 133 for which Hollander is entitled to injunctive relief.

COUNT VI
COMMON LAW INFRINGEMENT AND UNFAIR COMPETITION

105. Hollander repeats and realleges each allegation contained in the prior paragraphs hereto and the same are incorporated herein and made a part hereof.

106. Upon information and belief, the acts of Defendants were committed willfully, intentionally, and with bad faith.

107. Upon information and belief, Defendants intentionally appropriated Hollander's Trademark with the intent of causing confusion, mistake and deception as to the source of its Infringing Winterlake Mark and the goods and services provided in connection therewith, with the intent to palm-off its infringing trademark as that of Hollander and to misappropriate the efforts and good will of Hollander.

108. The acts of Defendants have created a likelihood of confusion.

109. The acts of Defendants, including Defendants' use of the Infringing Winterlake Mark, constitute trademark infringement, in violation of the common law of the State of New York.

110. The acts of Defendants, including Defendants' use of the Infringing Winterlake Mark, constitute unfair competition, in violation of the common law of the State of New York.

111. The foregoing acts of Defendants have injured and will continue to injure Hollander, by depriving it of sales of its genuine goods and services, by injuring its business reputation, and by passing off Defendants' Infringing Winterlake Mark as Hollander's Trademark, all in violation of the common law of the State of New York.

112. Defendants' acts have caused irreparable harm and damage to Hollander and have caused Hollander monetary damage in an amount thus far not determined, for which Hollander is entitled to its actual damages, Defendants' profits, punitive damages, attorneys' fees and costs.

113. Hollander has no adequate remedy at law.

WHEREFORE, Hollander demands judgment against Defendants in the form of an Order:

A. Providing that Defendants' conduct serves to infringe Hollander's Copyright in the Work, in violation of 17 U.S.C. § 101 et seq.

B. Directing Defendants to account for all gains, profits, and other benefits derived as a result of its infringement of the Copyright in the Work;

C. Granting judgment for Hollander in an amount of the greater of the following: (a) the actual damages suffered by Hollander as a result of the above-described infringement and any additional profits of Defendants, or (b) for each infringement found by the Court, the statutory damages provided for under Section 504(c) of Title 17, United States Code, including the maximum allowable statutory damages for willful infringement;

D. An injunction permanently and perpetually restraining and enjoining Defendant RPG, its officers, deputies, agents, employees, representatives, and other persons in concert or participation therewith, including without limitation Defendant Rosen, from infringing in any respect the Copyright in the Work;

E. Providing that Defendants' and/or its agents, officers, directors, servants, employees, attorneys, their successors and assigns, and/or all others in active concert or participation with Defendants be ordered and required to remove and any and all portions of the Work from the Infringing Webpage.

F. Providing that Defendants' conduct serves to infringe Hollander's registered Trademark, in violation of Lanham Act § 32, 15 U.S.C. § 1114.

G. Providing that Defendants' conduct serves to infringe Hollander's Trademark, falsely designate the origin of Defendants' goods and services, falsely describe such goods, and unfairly compete with Hollander, all in violation of Lanham Act § 43(a), 15 U.S.C. § 1125.

H. Providing that Defendants' conduct will create a likelihood of dilution and injury to Hollander's business reputation in violation of New York Gen. Bus. Law §§ 360-l.

I. Providing that Defendants' used the Infringing Winterlake Mark with the intent to cause confusion and to deceive the public in violation of New York Gen. Bus. Law. § 133.

J. Providing that Defendants' have injured Hollander by depriving it of sales of its genuine goods and services, by injuring its business reputation, and by passing off Defendants' Infringing Winterlake Mark and as Hollander's Trademark, all in violation of the common law of the State of New York.

K. Providing that Defendants' and its agents, officers, directors, servants, employees, attorneys, their successors and assigns, and all others in active concert or participation with Defendants be preliminarily and permanently enjoined from directly or indirectly:

a. Using the mark WINTERLAKE, any confusingly similar mark including any mark containing the word WINTERLAKE, or any other marks which are similar to or are colorable imitations of Hollander's Trademark, alone or as a part of, or together with, any other designs, word or words, trademark, service mark, trade name, trade dress or other business or commercial designation or any logo, symbol or design;

b. Committing any act which, in and of itself, or from the manner or under the circumstances in which it is done amounts to false designation of origin, false description or false representation of Defendants' goods and services; and

c. Otherwise unfairly competing with Hollander or committing dilution or infringement of Hollander's rights.

L. Providing that the Court issue an Order directing Defendants to file with the Court and serve on Hollander, within thirty (30) days after the service on Defendants of such injunctions, a report in writing and under oath, setting forth in detail the manner and form in which Defendants have complied with the injunction.

M. That the Court award judgment in favor of Hollander for the damages sustained by Hollander and for Defendants' profits, as a result of Defendants' wrongful conduct.

N. That the Court award judgment in favor of Hollander in the amount of treble damages.

O. That the Court award judgment against Defendants for the full costs of this action, including reasonable attorneys' fees.

P. That the Court award to Hollander punitive damages sufficient to deter Defendants from committing such willful acts of infringement in the future.

Q. For interest on all amounts found to be due to Hollander from Defendants, at the prevailing rate, from the date said amounts or any part thereof became or become due.

R. That the Court require Defendants to notify his commercial associates, suppliers and customers of this Order.

S. That the Court order such other, further and different relief as the nature of this action may require and that the Court may deem just and proper.

T. That the Court retain jurisdiction of this action for the purpose of enabling Hollander to apply to the Court, at any time, for such further orders and directions as may be necessary or appropriate for the interpretation or execution of any order entered in this action, for the modification of any such order, for the enforcement or compliance therewith and for the punishment of any violations thereof.

JURY TRIAL DEMANDED

Plaintiff, Hollander, hereby demands a jury trial of all issues so triable.

Dated: Scarsdale, New York
March 23, 2017

Respectfully submitted,

LACKENBACH SIEGEL LLP

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Attorneys for Hollander Glass Texas, Inc.

Exhibit A

(To Complaint)

Certificate of Registration

This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maria A. Pallante

Register of Copyrights, United States of America

Registration Number
VA 1-899-798

Effective date of registration:
April 4, 2014

Title

Title of Work: Hollander Clear Patterned Architectural Glass

Completion/Publication

Year of Completion: 2011

Date of 1st Publication: January 2, 2011 Nation of 1st Publication: United States

Author

Author: William Kerr

Author Created: text, photograph(s), 2-D artwork

Citizen of: United States

Copyright claimant

Copyright Claimant: Hollander Glass Texas, Inc.
5455 Guhn Road, Houston, TX, 77040, United States

Transfer Statement: By written agreement

Limitation of copyright claim

Material excluded from this claim: individual glass pattern designs

New material included in claim: text, photograph(s), 2-D artwork

Certification

Name: Howard F. Mandelbaum

Date: April 4, 2014

Applicant's Tracking Number: HOLL0270US

Correspondence: Yes

Registration #: VA0001899798
Service Request #: 1-1338717291

Levine Mandelbaum PLLC
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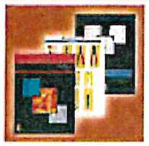
HOL LAN DER GLASS

New Products

See the latest additions to our exceptional line of glass products, accessories, and supplies.

Get a Catalog

Download full-color catalogs, brochures, and flyers featuring our beautiful glass and tool collections.



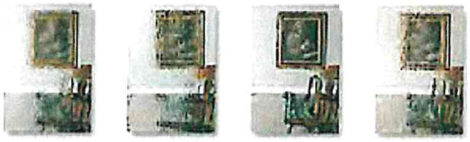
Clear Patterned Architectural Glass

Hollander Glass is the industry's leading supplier of **clear patterned architectural glass**. Our five North American distribution centers are fully stocked and ready to deliver the largest selection at the best price and without expensive, transcontinental freight. We are the exclusive North American distributors for much of this glass.

Our extensive product line is divided into four **levels of obscurity** to assist in your selection:

Transparent Glass (Level 1)

This glass is clear with very slight, if any distortion of the image viewed through it. However, it has considerable character derived from the irregularities within and upon the surface of the glass.



Sahara | Wavevue® | Clear Antique 75 | Winterlake®

Minimally Obscure Glass (Level 2)

This glass is essentially clear with a surface irregularity that somewhat distorts the image behind it. As with the Level 1 glass, it also has considerable character derived from the irregularities within and upon the surface of the glass. This glass would be inappropriate for privacy applications.

Rainyvue® | Wintervue® | Hazyvue® | Wavevue® | Autumnvue® | Aquavue® | Slendervue®

Frostyvue® | Delta Crique | Taffeta | Artic | Listral H | Artico Clear | Impresso

Master Carre | Master Ligne | Master Ray | Sylvi | Thela

Moderately Obscure Glass (Level 3)

The texture of this glass is its predominate feature and it provides a moderate level of obscurity. It could be considered appropriate for semi-privacy applications where the viewer or the subject was at a significant distance from the glass.

Mysticvue® | Pinevue® | Forestvue® | Delta Frost | Chinchilla | Twist | Everglade

Mayflower

Polarine

Floriel

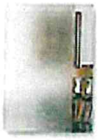
Estriado

Listral F

1/8" Cross Reed

Madera

Ponhilado


Master Lens

Master Point

Obscure Glass (Level 4)

The texture of this glass is pronounced enough to be its predominate feature and it provides a high level of obscurity. It would be generally appropriate for privacy applications. Detail is difficult if not impossible to discern through the glass.

Croco

Floreal

Granito

Paint

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Exhibit B

(To Complaint)

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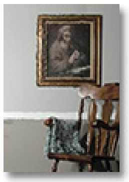
Texture Glass

Transparent Glass (Level 1)

This glass is clear with very slight, if any distortion of the image viewed through it. However, it has considerable character derived from the irregularities within and upon the surface of the glass.

Sahara

Wavevue®


Clear Antique 75

Winterlake®

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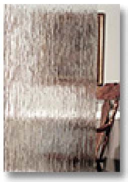
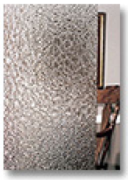
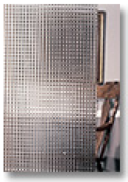

Rainyvue®

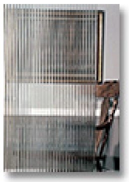

Wintervue®

Hazyvue®

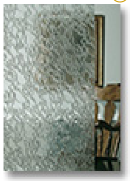

Wovevue®

Autumnvue®

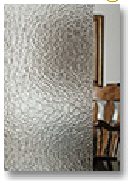
Aquavue®

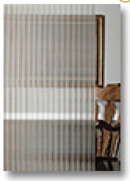

Slendervue®

Frostyvue®

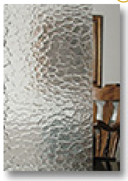

Delta Craquel

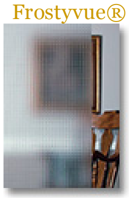
Taffetta

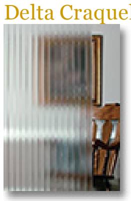

Artic

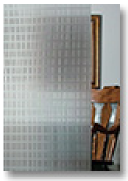

Listral H

Artico Clear


Impresso


Master Carré


Master Ligne


Master Ray

Sylvit

Thela

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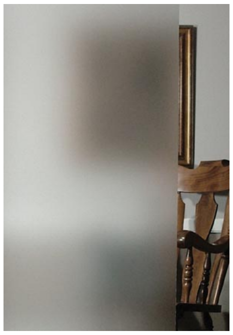
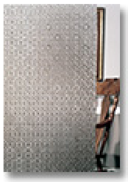



Mysticvue®

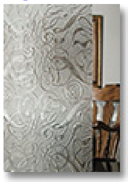
Pinevue®

Forestvue®

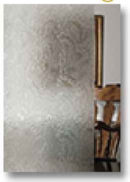
Delta Frost

Chinchilla

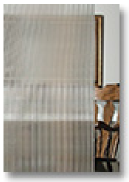
Twist


Everglade

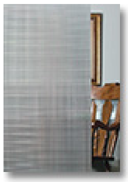
Mayflower


Pelerine

Floriel


Estriado

Listral F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Croco

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